

06-22-2000



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05-17-2000

CORDATION FORM COVER SHEET

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New **MD 5/17/00**

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day YearName Amerimax Home Products, Inc.

4/10/2000

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attachedName ParibasDBA/KA/TA Composed of Address (line 1) The Equitable TowerAddress (line 2) 787 Seventh AvenueAddress (line 3) New York New York 10019

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization France

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/20/2000 ASCOTT 00000132 2182707

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01 FC:481 40.00 CH
02 FC:482 25.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002090 FRAME: 0725

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Gregory S. Kolton

Address (line 1) Weil, Gotshal & Manges, LLP

Address (line 2) 767 Fifth Avenue

Address (line 3)

Address (line 4) New York, NY 10153

Correspondent Name and Address

Area Code and Telephone Number (212) 310-8549

Name Gregory S. Kolton

Address (line 1) Weil, Gotshal & Manges, LLP

Address (line 2) 767 Fifth Avenue

Address (line 3)

Address (line 4) New York, NY 10153

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,182,707

2,222,451

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-0800

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Shari Newman Lipari

Name of Person Signing

Shari Newman Lipari

Signature

5/17/2000

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 10, 2000, by and between Amerimax Home Products, Inc. (the "Grantor") and Paribas (formerly Banque Paribas), as administrative agent (the "Administrative Agent") for certain banks and other financial institutions (the "Lenders") and Paribas (formerly Banque Paribas), as Issuer (the "Issuer") party to the Credit Agreement referred to below.

W I T N E S S E T H

WHEREAS; the Grantor and the other Loan Parties have entered into an Amended and Restated Credit Agreement, dated as of July 16, 1997 (said Agreement, as it hereafter may be amended, supplemented or otherwise modified from time to time, being referred to as the "Credit Agreement"), with the Lenders, the Issuer and the Administrative Agent; and

WHEREAS, the Grantor and the Administrative Agent are parties to the Security Agreement, dated as of September 25, 1996 (as such Agreement may be hereafter amended, supplemented or other wise modified from time to time, the "Security Agreement"); and

WHEREAS, the Loan Parties, the Lenders, the Issuer and the Administrative Agent are amending the Credit Agreement (i) to permit the acquisition of certain assets and liabilities of each of Gutter World, Inc. and Global Expanded Metals, Inc. and (ii) to provide for a new tranche of Term Loans to be borrowed on the Grantor's behalf by U.S. Operating Co., the Grantor's parent (the "April 2000 Amendment").

WHEREAS, as a condition precedent to the April 2000 Amendment, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

(i) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

(ii) Grant of Security Interest. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the

Administrative Agent for the benefit of the Secured Parties a continuing lien on and continuing security interest in, all of its right, title, and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), for the benefit of the Administrative Agent, the Lenders and the Issuer to secure payment, performance and observance of the Secured Obligations.

(iii) Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders and Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders and Administrative Agent with respect to the security interest in the Intellectual Property Collateral thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(iv) Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders and Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provision of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(v) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(vi) Notices. All notices hereunder to the parties hereto shall be made in the manner and to the addresses specified in the Security Agreement.

(vii) Further Instruments. The parties agree to promptly execute and deliver all further instruments reasonably necessary or desirable to carry out the purposes of this Grant of Security Interest.

(viii) Schedules. The terms and conditions of the Schedules referred to herein are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein.

(ix) Headings. The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Trademark
Security Agreement as of the date first written above.

AMERIMAX HOME PRODUCTS, INC.

By: *[Signature]*
Name: *12. Scott V. Vant*
Title: *CFO*

PARIBAS (formerly Banque Paribas), as
Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 002090 FRAME: 0729

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

AMERIMAX HOME PRODUCTS, INC.

By: _____
Name: _____
Title: _____

PARIBAS (formerly Banque Paribas), as
Administrative Agent

By:  _____
Name: **Douglas R. Gouchoe**
Title: **Managing Director**

By:  _____
Name: **PJ de FILIPPIS**
Title: **MANAGING DIRECTOR**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule A

- (a) Flex-a-Spout, Reg. No. 2,182, 707.
- (b) Lock-ON, Reg. No. 2,222,451.